BILL NO. S-82-09-/7

SPECIAL ORDINANCE NO. S- /7/-82

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AN ORDINANCE approving Improvement Resolution No. 5933-82, Hanna-Creighton Neighborhood, Phase VI, with Rieth-Riley Construction Company, Inc., in connection with the Board of Public Works.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

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SECTION 1. That a certain Contract dated August 4, 1982, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and Rieth-Riley Construction Company, Inc., for:

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the construction of sidewalks on Pontiac Street from Lafayette to John, both sides of Pontiac from Oliver to Anthony, both sides of Emily Street from Gay to Bowser, and both sides of Hurd Street from Gay to Oliver, including curbing, drive approaches, and drainage structures;

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under Board of Public Works Improvement Resolution No. 5933-82, involving a total cost of One Hundred Sixty-Nine Thousand Six Hundred Fifty-One and 25/100 Dollars (\$169,651.25), all as more particularly set forth in said Resolution and Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved. Two copies of said Contract are on file in the Office of the City Clerk and made available for public inspection, according to law.

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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

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APPROVED AS TO FORM AND LEGALITY

Bruce O. Boxberger, City Attorney

				-/	
Road the f	iver time in	full and on	motion by (	1/Ti	1)
seconded by o	Sistre	, and	duly adopted,	read the s	econd time
by title and re	ferred to the	ne Committee	Public Hearin	g to be he	(and the City
Plan Commission due legal notic	e, at the Co	ouncil Chambe	rs, City-Count	y Building	
Indiana, on		, the, a	+	o'clock	day of M.,E.S.T.
	9-1	/ 0			
DATE:	/-/	7 - 00	CHARLES W.	WESTERMAN	- CITY CLERK
D3	<i></i>	2 =		Ste	
seconded by	6	istat	motion by, and duly ad	opted, pla	ced on its
passage. PASSE	D (LOST) h	y the follow	ing vote:		
	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
	9				
BRADBURY					. ——
BURNS	7				
EISBART					
GiaQUINTA	~				
SCHMIDT	~				
SCHOMBURG	7/1/1				
SCRUGGS					
STIER			-		
TALARICO					
Dama.	9-28-	- 82)	Charles !	1) literto	
DATE:		00	CHARLES W.	WESTERMAN .	CITY CLERK
Passed and	adopted by	the Common Co	ouncil of the		
Indiana, as (ZO				(SPECIAL)	ic nagne,
(APPROPRIATION)			TION) NO.		1-82
			1		Six
on the	1 8 M	ay of	Septem	100	
1	ATTEST:		(SEAL)		
Physler 1	V. Westers	-1-11	Samue	Il Ta	larica
CHARLES W. WEST			PRESIDING O	//	
Presented 1	by me to the	Mayor of the	e City of Fort	Wayne, In	diana on
			bev. 19 80		
1/1		clock A.		_, at the	nour or
	0.	GTOCK 41.	-// 1	4	
			Charles.	W. leteste	San = m
			CHARLES W.	WESTERMAN -	- CITY CLERK
Approved a	nd signed by	me this	4th day	of Octob	e^
19 <u>82</u> , at the				.,E.S.T.	
					•
			WIN MOSES,	JR MAYOR	3

BILL NO. REPORT OF THE COMMITTEE ON PUBLIC WORKS Public Works WE, YOUR COMMITTEE ON \_\_TO WHOM WAS REFERRED AN approving Improvement REsolution No. 5933-82, Hanna-Crieghton Neighborhood, Phase VI, with Rieth-Riley Construction Company, Inc., in connection with the Board of Public Works HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE JAMES S. STIER, CHAIRMAN BEN A. EISBART, VICE CHAIRMAN VICTURE L. SCRUGGS MARK E. GiaOUINTA DONALD J. SCHMIDT

a later to

# CONTRACT

12-56-15.

This Agreement, made a	.//	, 17
by and between	RIETH-RILEY CONSTRUCTION COMPANY, INC	
	327 NORTH COUNTY LINE RD., HUNTERTOWN, IN.	46748
after called "City," under and by a entitled "An Act Concerning Mu and supplementary acts thereto, V Improvement Resolution No.  by constructing side of Pontiac both sides of Pontiac	d the City of Fort Wayne, Indiana, a municipal corporatue of an act of the General Assembly of the Statinicipal Corporations," approved March 6, 1905, and a /ITNESSETH: That the Contractor covenants and 5933-82 walk on both sides of Pontiac St. from Lafa from Oliver to Anthony; both sides of Emiles of Hurd St. from Gay to Oliver; also cur	e of Indianall amendator agrees to in yette to
approaches, and drainage st Also known as HANNA-CREIGHT	ructures;	***
	***************************************	· · · · · · · · · · · · · · · · · · ·
by grading and paving the roadway	y to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
xxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	XXXXXXXXXX
upon a foundation and with curbin	g as fully set out in the specifications hereinafter refe	erred to, in
good and workmanlike manner and	to the entire satisfaction of said City, in accordance	vith Improve
ment Resolution No. 5933-82 XX	tached hereto and by reference made a part ዙK፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠፠	,
At the following prices:		
A-CREIGHTON NPI, PHASE VI	One dollar and ninety cents	
Concrete Removal	per square yard	1.9
		1.515
Curb Removal	No dollars and ninety cents per lineal foot	0.9
Remove & Replace C.B. w/Casting	Twelve hundred and fifty dollars and no cents per each	1,250.0
4" Concrete Sidewalk	One dollar and thirty-five cents per square foot	···· 1.:
6" Concrete Wingwalk Incl. Ramps	One dollar and ninety cents_persquare foot	1.9
Concrete Curbface Walk	One dollar and sixty cents per square foot	1.6
2 Ft. Concrete Curbface Walk	Two dollars and seventy-five cents per square foot	. 2.
Concrete Curb Type III	Ten dollars and no cents per lineal foot	10.0
6" Concrete for Drives	Fifteen dollars and no cents per square yard	15.0
8" Concrete for Drives	Nineteen dollars and no cents per square yard	19.
Topsoi 1	Three dollars and no cents per ton	3.
Seed, Mulch, Fertilizer	No dollars and twenty five cents	ĝ
occe, natell, returnizer	No dollars and twenty-five cents	0.
	per square yard	0.

	Special Borrow	Five dollars and no cents per ton	5.00
	2" Rigid Conduit - Furnish & Install	No dollars and seventy-five cents per lineal foot	0.75
	Tree Removal (2 Ft.)	One hundred and fifty dollars and no cents per each	150.00
	Asphalt Patching	One dollar and twenty-five cents per lineal foot	1.25
	Type C Casting, Furnish & Adjust	Two hundred and fifty dollars and no cents per each	250.00
RE	Z NPI - PONTIAC		
	Concrete Removal	One dollar and ninety cents per square yard	1.90
	Curb Removal	No dollars and ninety cents per lineal foot	0.90
	6" Concrete Wingwalk (Incl. Ramp)	One dollar and ninety cents per square foot	1.90
	Concrete Curbface Walk	One dollar and sixty cents per square foot	1.60
	6" Concrete for Drives	Fifteen dollars and no cents per square yard	15.00
	8" Concrete for Drives	Nineteen dollars and no cents per square yard	19.00
	Topsoil	Three dollars and no cents per ton	3.00
	Seed, Mulch, Fertilizer	No dollars and twenty-five cents per square yard	0.25
	Special Borrow	Five dollars and no cents per ton	5.00
	2" Rigid Conduit - Furnish & Install	No dollars and seventy-five cents per lineal foot	0.75
	Asphalt Patching	One dollar and twenty-five cents per lineal foot	1.25
	Reinforced Concrete Walls	Seven dollars and ninety-five cents per square foot	7.95
	Type C Casting (Furnish & Adjust)	Two hundred and fifty dollars and no cents per each	250.00
	Type F Casting (Furnish & Adjust)	Two hundred and seventy-five dollars and no cents per each	275.00

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# OXFORD NPI - PONTIAC

ORD NET - FUNTIAC		Ł
Concrete Removal	One dollar and ninety cents per square yard	1.90
. Curb Remova]	No dollars and ninety cents per lineal foot	0.90
Remove & Replace C.B. with Casting	Twelve hundred and fifty dollars and no cents per each	1,250.00
4" Concrete Sidewalk	One dollar and thirty-five cents per square foot	1.35
6" Concrete Wingwalk Incl. Ramps	One dollar and ninety cents per square foot	1.90
Concrete Curbface Walk	One dollar and sixty cents per square foot	1.60
6" Concrete for Drives	Fifteen dollars and no cents per square yard	15.00
8" Concrete for Drives	Nineteen dollars and no cents per square yard	19.00
Topsoil	Three dollars and no cents per ton	3.00
Seed, Mulch, Fertilizer	No dollars and twenty-five cents per square yard	0.25
Special Borrow	Five dollars and no cents per ton	5.00
Asphalt Patching	One dollar and twenty-five cents per lineal foot	1.25
Type C Casting - Furnish & Adjust	Two hundred and fifty dollars and no cents per each	250.00
HANNA-CREIGHTON NPI	Eighty-two thousand, seventeen dollars and no cents	\$82,017.00
LA REZ NPI (PONTIAC)	Fifty-three thousand, six hundred and seventy-five dollars and fifty cents	\$53,675.50
OXFORD NPI (PONTIAC)	Thirty-three thousand, nine hundred and fifty-eight dollars and seventy-five cents	\$33,958.75
TOTAL	One hundred and sixty-nine thousand, six hundred and fifty-one dollars and twenty-five cents	\$169,651.25

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5933-86 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before. Aug. 30, 19.82 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date \_\_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

ATTEST:

RIETH-RILEY CONSTRUCTION, CO., INC.

By: Loss of Colleges and Construction of Colleges and Colleges

ASS'T.

ITS: Quea JuffContractor, Party of the First Part,

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

Kalmonfer ASSOCIATE CITY ATTORNEY

# PERFORMANCE AND GUARANTEE BOND

	·
	KNOW ALL MEN BY THESE PRESENTS, that we RIETH-RILEY CONSTRUCTION CO., INC. as Principal, and the United Pacific Insurance Company
	, a corporation organized under the laws of the
	State of <u>Washington</u> , and duly authorized to transact business in the
	State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
	Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND SIXTY- NINE THOUSAND, SIX HUNDRED AND FIFTY-ONE DOLLARS AND TWENTY-FIVE CENTS
1	(\$ 169,651.25), for the payment whereof well and truly to be made,
1	the Principal and Surety bind themselves, their heirs, executors, administrators,
5	successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that
V e	where into a contract with the City of Fort Wayne to construct.
	Improvement Resolution No. 5933-82
	To improve by constructing sidewalk on both sides of Pontiac St. from Lafayette to John; both sides of Pontiac from Oliver to Anthony; both sides of Emily St. from Gay to Bowser; and both sides of Hurd St. from Gay to Oliver, also curbing, drive approaches, and drainage structures; Also known as HANNA-CREIGHTON NEIGHBORHOOD, PHASE VI.

at a cost of  $\frac{169,651.25----}{}$ , according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:  $\cdot$ 

- That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
- There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
- Said Principal Is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

RIETH-RILEY CONSTRUCTION CO., INC.

Authorized Agent' I (Attorney-in-Fact)

United Pacific Insurance Company

Northrup

(Contractor)

ITS: Quea Supt

ATTEST:

Donald E. Atkens

aret, Senetary
(Title)

\*If signed by an agent, power of attorney must be attached

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
RIETH-RILEY CONSTRUCTION COMPANY, INC
(Name of Contractor)
1633 SR 327 NORTH COUNTY LINE RD., HUNTERTOWN, IN. 46748
(Address)
a (Corporation, Partnership or Individual), hereinafter called Principal,
andUnited Pacific Insurance Company (Name of Surety)
and duly authorized to transact business in the State of Indiana, begginster

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the day of \_\_\_\_\_\_\_\_, 19\_82, for the construction of:

Improvement Resolution No. 5933-82

To improve by constructing sidewalk on both sides of Pontiac St. from Lafayette to John; both sides of Pontiac from Oliver to Anthony; both sides of Emily St. from Gay to Bowser; and both sides of Hurd St. from Gay to Oliver, also curbing, drive approaches, and drainage structures;
Also known as HANNA-CREIGHTON NEIGHBORHOOD, PHASE VI.

at a cost of ONE HUNDRED AND SIXTY-NINE THOUSAND, SIX HUNDRED AND FIFTY-ONE
DOLLARS AND TWENTY-FIVE CENTS -----

(\$ 169,651.25 ------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrumen	nt is executed in counter-
parts, each one of which shall be, 1979.	(number) deemed an original, this day of
(SEAL)	
ATTEST:	RIETH-RILEY CONSTRUCTION CO., INC.
Dould E. Athens (Principal) Secretary Asst.	BY Ross J. Cole  area Supl,  (Title)
	(Address)
Witness as to Principal	
(Address)	
	United Pacific Insurance Company Surety By comman C. Mostung C./ Attorney-in-FactLeonard E./Nosthre (Authorized Agent)
	P.O. Box 523
Witness as to Surety	Goshen, IN 46526 (Address)
(Address)	

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

### UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE TACOMA WASHINGTON

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly greanized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard E. Morthrup of Goshen, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms ell that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

#### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity end other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at envitime and revoke the power and authority given to him.
- 2. Attorneys-in-Fact shell have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
- 3. Attorneys-in-Fact shall have power end authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Boerd of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers end the seel of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Asst

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seel to be hereto effixed, this 12th day of September 1980

UNITED PACIFIC INSURANCE COMPANY

STATE OF COUNTY OF On this

Pennsylvania

Philadelphia 12th Asst. day of September

, 1980, personally appeared

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7 1984

Notary Public in and for State of

Residing at Philadelphia

Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the P. D. Crossetta above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and all xed the s

of said Company this

TITLE OF ORDINANCE Improvement Resolution 5933-82, Hanna-Creighton Neighborhood, Phase VI
DEPARTMENT REQUESTING ORDINANCE Board of Public Works
SYNOPSIS OF ORDINANCE Contract between the City of Fort Wayne and Rieth-Riley
Construction Company, Inc. for the construction of sidewalks on Pontiac St. from
Lafayette to John, both sides of Pontiac from Oliver to Anthony, both sides of Emily
St. from Gay to Bowser, and both side of Hurd St. from Gay to Oliver. This contract
also includes curbing, drive approaches, and drainage structures.
Prior approval received on July 6, 1982
EFFECT OF PASSAGE Improvement of neighborhood
,
EFFECT OF NON-PASSAGE exising condition will remain
MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) CD&P PROJECT \$169,651.25
ASSIGNED TO COMMITTEE